

IFW

PTO/SB/80 (04-05)
Approved for use through 11/30/2005. OMB 0651-0035
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:

☐ Practitioners associated with the Customer Number:

OR

☒ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number
Mark W. Homer	41,848		
Gary G. Borda	35,455		
Guy M. Miller	32,333		
John H. Kusmiss	32,149		
Robert Rotella	24,014		

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

☐ The address associated with Customer Number:

OR

<input checked="" type="checkbox"/> Firm or Individual Name	Mark W. Homer		
Address	NASA Management Office - JPL, Mail Stop 180-200 4800 Oak Grove Dr.		
City	Pasadena	State	CA
Country	U.S.		
Telephone	(818) 354-7770	Email	mark.w.homer@nasa.gov

RECEIVED
JUN - 7 2005
OIPE/JCWS

Assignee Name and Address:
National Aeronautics and Space Administration
Headquarters
Washington, DC 20546-0001

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	June 2, 2005
Name	John H. Kusmiss 32149	Telephone	818 354-7770
Title	Patent Counsel - NMO/JPL		

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



PTO/SB/96 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Yu WangApplication No./Patent No.: 10/612,442 Filed/Issue Date: June 30, 2003Entitled: Multifrequency ultra-High Resolution Miniature Scanning
Microscope Using Microchannel and Solid-State Sensor Technologies
and Method for Scanning samples
NASA, a government agency

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Yu Wang To: California Institute of Technology
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: Calif. Inst. of Technology To: NASA
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

John H. Kusmiss
SignatureJune 2, 2005
DateJohn H. Kusmiss, 32149
Printed or Typed Name818 354-7770
Telephone NumberPatent Counsel, NASA Management Office - JPL
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

ASSIGNMENT

Yu Wang

the ASSIGNOR herein, and the inventor of a new or improved and useful MULTIFREQUENCY ULTRA-HIGH RESOLUTION MINIATURE SCANNING MICROSCOPE USING MICROCHANNEL AND SOLID-STATE SENSOR TECHNOLOGIES AND METHOD FOR SCANNING SAMPLES

(JPL Docket No. NPO-20821-1-CU), desiring to acquire patent protection therefor and for his existing improvement(s) therein, if any, (referred to hereinafter as the INVENTION), has executed concurrently herewith an application for Letters Patent of the United States of America.

The California Institute of Technology, the ASSIGNEE herein, a corporation organized and existing under the laws of the State of California, and having a place of business at Pasadena, California, desires to acquire the entire right, title and interest in the INVENTION, and all patent application(s) filed or pending, and Letters Patent granted and issued on the INVENTION.

NOW, THEREFORE, for valuable consideration, the receipt and legal sufficiency of which is acknowledged, the ASSIGNOR hereby assigns, transfers, and sets over to the ASSIGNEE, its successors and assigns, the entire right, title and interest in the INVENTION and the aforementioned application for Letters Patent, together with any other application(s), including divisional, continuing and continuations-in-part application(s) of the ASSIGNOR pertaining to or based upon the INVENTION, and any and all Letters Patent which have been or may be granted and issued thereon by the United States of America or foreign countries, together with and including all priority rights deriving from applications subject to this Assignment filed in the United States of America; and

The ASSIGNOR hereby authorizes and empowers the ASSIGNEE, its successors and assigns, to apply for and obtain, in its or their own names, Letters Patent in any and all countries foreign to the United States in which applications for Letters Patent, or like protection, for the INVENTION, may be filed; and

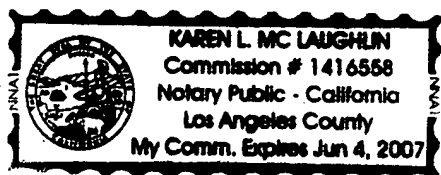
The ASSIGNOR agrees, at the request of the ASSIGNEE, to execute any and all domestic and foreign applications for Letters Patent, to execute all other papers and documents and to perform all lawful acts that the requestor may deem necessary or desirable to obtain Letters Patent, to secure the grant of such Letters Patent and to protect and vest in the ASSIGNEE, or its successors or assigns, the entire right, title and interest in the INVENTION.

WITNESS my hand at Pasadena CA this 17 day of June, 2003.

Yu Wang
Yu Wang

State of CALIFORNIA)
County of LOS ANGELES)

On June 17, 2003 before me, Karen L. McLaughlin, Notary Public,
personally appeared Yu Wang



☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Karen L. McLaughlin
Notary Public

(SEAL)

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

ASSIGNMENT

(35 USC 202)

WHEREAS, the California Institute of Technology (the Contractor) a corporation organized and existing under the laws of the State of California and having its principal place of business at 1201 East California Boulevard, Pasadena, California 91125, the said corporation having elected not to retain title under the provisions of 35 USC 202 to a Subject Invention made in the performance of work under a contract between the Contractor and the Government of the United States of America (the Government), the Subject Invention and contract being identified as:

Title: MULTIFREQUENCY ULTRA-HIGH
RESOLUTION MINIATURE SCANNING
MICROSCOPE USING MICROCHANNEL
AND SOLID-STATE SENSOR TECHNOLOGIES
AND METHOD FOR SCANNING SAMPLES

Contractor No. None

Inventor: Yu Wang

Application Executed on: June 17, 2003

Contract No. NAS7-1407

NASA Case No.: **NPO-20821-1-CU**

WHEREAS, the Government as represented by the Administrator of the National Aeronautics and Space Administration (NASA), is desirous of acquiring an assignment of the invention disclosed in said application and other rights and benefits herein granted;

NOW THEREFORE, in consideration of the contract and other benefits attributable to the contractual relationship, the Contractor hereby assigns and transfers to the Government the full and exclusive rights in and to said invention within the United States of America, its territories and possessions, and the entire right, title and interest in and to said application, and any applications continuing therefrom and such Letters Patent as may issue therefrom.

The Contractor also grants to the Government an assignment of the foreign rights in and to the said invention including rights of priority under the International Convention of Paris (1883), as amended.

The Contractor hereby covenants that it has the right to grant the foregoing assignments.

The Contractor further agrees to make, execute, and/or deliver to the Government, upon request, but at the expense of the Government, any and all data, drawings, notes, information, papers, documents, affidavits, statements, or other items necessary in the prosecution of said application and of any applications continuing therefrom or applications for reissue or re-examination of said Letters Patent, or of any foreign patent application or any application continuing therefrom, and to assist the Government in every way in protecting said invention as may be requested, provided that any expense arising through such assistance will be paid by the Government.

FURTHER, the Contractor hereby retains, pursuant to the Federal Acquisition Regulations Clause at 52.227-11 Patent Rights, a revocable non-exclusive, royalty free license throughout the world in the Subject Invention in each patent application filed in any country on the invention and in any resulting patent in which the Government acquires title. The license extends to the Contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of NASA except when transferred to the successor of that part of the Contractor's business to which the invention pertains. The Contractor's domestic license may be revoked or modified by NASA to the extent necessary to achieve the expeditious practical application of the Subject Invention pursuant to an application for an exclusive license submitted in accordance with the NASA Patent Licensing Regulations. This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonable accessible to the public. The license in any foreign country may be revoked or modified at the discretion of NASA to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country. Before revocation or modification of the license, NASA will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty days (or such other time as may be authorized by NASA for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with the procedures set forth in the NASA Patent Licensing Regulations, from any decision concerning the revocation or modification of its license.

The Contractor has executed this instrument by its legally authorized representative on June 19, 2003.

SIGNED: Harry M. Yohalem

NAME: Harry M. Yohalem
TITLE: General Counsel & Asst. Sec.